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UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY

Stanton Concepts, L.L.C., Plaintiff, v. Brookstone, Inc. and WordLock, Inc., Defendants.	Civil Action No.: ____ **COMPLAINT AND JURY DEMAND**

COMPLAINT

Plaintiff Stanton Concepts, L.L.C ("Stanton Concepts") for its Complaint against defendant Brookstone, Inc. ("Brookstone") and defendant WordLock, Inc. ("WordLock"), hereby alleges as follows:

THE PARTIES

1. Stanton Concepts is a limited liability company organized and existing under the laws of the State of New Jersey, having a place of business at

172 Stanton Road, P.O. Box 139, Stanton, NJ 08885

2. Upon information and belief, Brookstone is a corporation organized and existing under the laws of the State of Delaware, having a place of business at One Innovation Way, Merrimack, NH 03054.

3. Upon information and belief, WordLock is a corporation organized and existing under the laws of the State of California, having a place of business at 2855 Kifer Road, Suite 245, Santa Clara, CA 95051-0800.

JURISDICTION

4. This is a civil action for the infringement of United States Patent No. 7,913,526 ("the 526 Patent") under the patent laws of the United States, 35 U.S.C. § 1 *et. seq*.

5. This Court has subject matter jurisdiction pursuant to 28 U.S.C. §§ 1331 and 1338.

FACTS

6. On March 29, 2011, the Patent Office duly and legally issued the 526 Patent, entitled "MULTIPLE FUNCTION LOCK."

7. A true and authentic copy of the 526 Patent is attached hereto as Exhibit A.

8. Stanton Concepts is the owner of all right, title and interest in and to the 526 Patent.

9. The 526 Patent generally relates to multiple function locks; that is, locks having two separate functioning locking mechanisms.

10. Brookstone sells devices that incorporate the claimed subject matter of the 526 Patent including, but not necessarily limited to, EasyCheck Big Digit Luggage Locks and Wordlock Luggage Locks.

11. Brookstone is not licensed under the 526 Patent and is not authorized or permitted to use, import, sell or offer to sell any of the subject matter claimed in the 526 Patent.

12. WordLock manufactures and sells devices that incorporate the claimed subject matter of the 526 Patent to Brookstone for resale by Brookstone.

13. WordLock is not licensed under the 526 Patent and is not authorized or permitted to use, import, sell or offer to sell any of the subject matter claimed in the 526 Patent.

14. Brookstone has been aware of the 526 Patent and has also been aware that its sales of luggage locks infringe the 526 Patent. Nevertheless, Brookstone has continued to sell luggage locks that infringe the 526 Patent.

COUNT I
INFRINGEMENT OF U.S. PATENT NO. 7,913,526

15. Stanton Concepts repeats and re-alleges the allegations of paragraphs 1-14 above as if fully set forth herein.

16. In violation of 35 U.S.C. § 271, Brookstone and WordLock

have infringed and are continuing to infringe, literally and/or under the doctrine of equivalents, claims 1-21 of the 526 Patent by manufacturing, using, importing, selling and/or offering to sell luggage locks, including the EasyCheck™ Big Digit Luggage Locks and the Wordlock® Luggage Locks, and/or by inducing or contributing to the infringement of one or more claims of the 526 Patent by others. A claim chart demonstrating Brookstone's and WordLock's infringement of claim 14 of the 526 Patent is attached as Exhibit B.

17. Brookstone's and WordLock's infringement has caused and will continue to cause Stanton Concepts irreparable harm, for which it has no adequate remedy at law, unless Brookstone's and WordLock's infringement is enjoined by this Court in accordance with 35 U.S.C. § 283.

18. Stanton Concepts has been and continues to be damaged by Brookstone's and WordLock's infringement of the 526 Patent in an amount to be determined at trial.

19. Upon information and belief, Brookstone's infringement of the 526 Patent is willful and deliberate, and justifies an increase in damages of up to three times in accordance with 35 U.S.C. § 284.

REQUEST FOR RELIEF

WHEREFORE, Stanton Concepts demands judgment in its favor against defendants as follows:

A. Adjudging and decreeing that Brookstone has infringed one or more claims of the 526 Patent;

B. Adjudging and decreeing that WordLock has infringed one or more claims of the 526 Patent;

C. Permanently enjoining Brookstone, WordLock, and all acting in concert with them from infringing, inducing others to infringe and/or contributing to the infringement of the 526 Patent.

D. Awarding damages in an amount sufficient to compensate Stanton Concepts for Brookstone's and WordLock's infringement;

E. Adjudging defendant Brookstone a willful infringer and awarding Stanton Concepts treble damages as provided by 35 U.S.C. § 284;

F. Declaring this case an exceptional case within the meaning of 35 U.S.C. § 285, and awarding attorneys fees and costs to Stanton Concepts; and

G. Such other and further relief as this Court may deem just and proper.

Respectfully submitted,

Dated: June 13, 2013

By: s/ Glen M. Diehl
Glen M. Diehl, Esq.
GRAHAM CURTIN, P.A.
Attorneys for Plaintiff
Stanton Concepts, L.L.C.

DEMAND FOR JURY TRIAL

Pursuant to Fed. R. Civ. P. 38(b) and L. Civ. R. 38.1, Stanton Concepts hereby demands a trial by jury on all issues so triable.

Respectfully submitted,

Dated: June 13, 2013

By: s/ Glen M. Diehl
Glen M. Diehl, Esq.
GRAHAM CURTIN, P.A.
Attorneys for Plaintiff
Stanton Concepts, L.L.C.

CERTIFICATION PURSUANT TO LOCAL CIVIL RULE 11.2

I hereby certify that United States Patent No. 7,913,526 is the subject of the STANTON CONCEPTS, L.L.C., v. SAFE SKIES, L.L.C., 3:11-cv-07269, currently pending in the United States District Court for the District of New Jersey.

Respectfully submitted,

Dated: June 13, 2013

By: s/ Glen M. Diehl
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GRAHAM CURTIN, P.A.
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